

**Rags Lig**CAUSE NO. \_\_\_\_\_

**PRIME COMMUNICATIONS,  
L.P.,**

*Plaintiff,*

**VS.**

**RAGSDALE LIGGETT, P.L.L.C.,**

*Defendant.*

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**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

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**JUDICIAL DISTRICT**

**PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Prime Communications, L.P. files this Original Petition and Request for Disclosures and would respectfully show the Court as follows:

**I.**  
**PRELIMINARY MATTERS**

1. Plaintiff Prime Communications, L.P. is a Texas limited partnership with its principal place of business in Fort Bend County, Texas.

2. Defendant Ragsdale Liggett is a North Carolina professional limited liability company with its principal place of business at 2840 Plaza Place, Suite 400, Raleigh, North Carolina 27612. It does not maintain a registered agent in the state of Texas and may be served through the Texas Secretary of State.

3. This Court has subject-matter jurisdiction over this matter because the amount in controversy exceeds its minimum jurisdictional requirements. This Court has

general and specific personal jurisdiction over Defendant because Defendant routinely travelled to Texas and specifically travelled to Texas in furtherance and performance of its agreement with Plaintiff. Further, Defendant contracted with Plaintiff in Texas.

4. Venue is proper under Sections 15.002 and 15.005 of the Texas Rules of Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to the claims occurred in Harris County, Texas.

5. Plaintiff requests that the Court treat this action as a Level III case.

6. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiff is seeking damages within the jurisdictional limits of this Court, including monetary relief in excess of \$1,000,000.

7. Pursuant to Rule 216 of the Texas Rules of Civil Procedure, Plaintiff requests a trial by jury and pays the appropriate fee.

## **II.** **FACTS**

8. Prime Communications is an authorized retailer of AT&T. It operates almost 700 AT&T retail stores across the United States.

9. Defendant Ragsdale is a general practice law firm based in Raleigh, North Carolina.

10. In 2012, Prime Communications was sued in U.S. District Court for the Eastern District of North Carolina for alleged violations of the Fair Labor Standards Act ("FLSA") and other state law claims (hereinafter, the "NC Lawsuit"). Prime Communications retained Ragsdale to represent it in the NC Lawsuit.

11. On March 24, 2014, the district court in the NC Lawsuit entered an order conditionally granting class certification to the plaintiff. On April 10, 2014—three days after the deadline to do so—Ragsdale filed a petition in the Fourth Circuit Court of Appeals for permission to file an interlocutory appeal of the district court’s order. The Fourth Circuit eventually dismissed that petition as untimely filed.

12. Ragsdale, of course, was now on the hook for malpractice. Accordingly, Ragsdale persuaded Prime Communications to enter into a July 18, 2014 letter agreement in which: (i) Prime Communications agreed to forego filing a malpractice claim against Ragsdale, and (ii) Ragsdale agreed to use its “best efforts” to represent Prime Communications free-of-charge<sup>1</sup> for the remainder of the NC Lawsuit.

13. Subsequent to the parties’ agreement, it soon became apparent that Ragsdale was not using its “best efforts” to represent Prime Communications. Instead, it appeared that Ragsdale devoted as little time and attention to the case as it could.

14. On April 6, 2017, Prime Communications’ associate general counsel expressed his concerns regarding Ragsdale’s “sub-par” efforts, which Prime Communications believed was in violation of the parties’ July 18, 2014 letter agreement.

15. On April 12, 2017—less than two weeks from the due date for Prime Communications’ response to an important motion for summary judgment—Ragsdale notified Prime Communications that it was withdrawing from the case due to “a conflict of interest” that had arisen as a result of Prime Communications’ email.

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<sup>1</sup> The parties agreed that Ragsdale would receive any available defense-costs payments from Prime Communications’ insurer. To the extent that Ragsdale’s charges exceeded the insurer’s payments, Ragsdale agreed not to charge Prime Communications.

**III.**  
**CLAIMS AGAINST DEFENDANT**

(i) *Breach of Contract*

16. Prime Communications incorporates the above factual allegations by reference herein.

17. Prime Communications entered into a valid contract with Ragsdale in which Ragsdale agreed to use its best efforts to defend Prime Communications free-of-charge for the remainder of the NC Lawsuit. Prime Communications performed its obligations under that agreement.

18. Ragsdale breached the parties' contract by (i) failing to use its best efforts to defend Prime Communications; and (ii) repudiating the agreement in its entirety.

19. Pursuant to Tex. Civ. Prac. & Rem. Code §38.002, Prime Communications is entitled to its fees pursuant to Tex. Civ. Prac. & Rem. Code §37.009.

(ii) *Legal Malpractice*

20. Prime Communications incorporates the above factual allegations by reference herein.

21. Alternative to its breach of contract claim, Prime Communications asserts that Ragsdale committed malpractice by failing to timely petition the Fourth Circuit for review of the district court's order certifying the class in the NC Lawsuit.

22. As a result of Ragsdale's malpractice, Prime Communications has been damaged.

(iii) Declaratory Judgment

23. Prime Communications incorporates the above factual allegations by reference herein.

24. Pursuant to Tex. Civ. Prac. & Rem. Code §37.009, Plaintiff requests a judicial declaration of its rights, status, and other legal relations with regard to its relationship with Ragsdale.

25. Prime Communications is entitled to its attorney's fees in the prosecution of this matter.

**V.**  
**CONDITIONS PRECEDENT**

26. All conditions precedent to Plaintiff's recovery have been satisfied or excused.

**VII.**  
**REQUEST FOR DISCLOSURES**

27. Under Texas Rule of Civil Procedure 194, Plaintiff requests that Ragsdale disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

**VIII.**  
**CONCLUSION**

28. Plaintiff prays that Defendant be commanded to appear and answer, and that Plaintiff have and recover the following from it:

- a. Actual damages;
- b. A judicial declaration of its rights;

- c. Attorney's fees; and
- d. Any and all other relief Prime Communications may be entitled to at law or in equity.

Dated: December 13, 2018

Respectfully submitted,

**MAHENDRU, P.C.**



By: \_\_\_\_\_

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